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14 -and-

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25 *Attorneys for Enigma Securities Limited*

26 **UNITED STATES BANKRUPTCY COURT**

27 **DISTRICT OF NEVADA**

28 IN RE:

29 CASH CLOUD INC.,  
30 dba COIN CLOUD,

31 Debtor.

32 Case No.: BK-23-10423-MKN

33 Chapter 11

34 **ENIGMA SECURITIES LIMITED'S NOTICE OF DEPOSITION OF DEBTOR**  
35 **CASH CLOUD INC., DBA COIN CLOUD, PURSUANT TO FRCP 30(b)(6)**

36 TO ALL INTERESTED PARTIES AND THEIR RESPECTIVE COUNSEL:

37 PLEASE TAKE NOTICE that on August 22, 2023 at 10:00 a.m. (PT), Enigma Securities

1 Limited (“Enigma”) will take the oral deposition of debtor Cash Cloud Inc., d/b/a Coin Cloud  
2 (hereinafter, the “Debtor” or “Coin Cloud”) pursuant to Rule 30(b)(6) of the Federal Rules of Civil  
3 Procedure (the “FRCP”) and Rule 7030 of the Federal Rules of Bankruptcy Procedure. In  
4 accordance with its obligations under FRCP 30(b)(6), Coin Cloud shall produce a representative  
5 with knowledge and ability to testify regarding the topics for examination outlined below. The  
6 deposition will be taken at the offices of Shea Larsen at 1731 Village Center Circle, Suite 150, Las  
7 Vegas, Nevada 89134 before an officer authorized to administer oaths. The deposition will be  
8 recorded by stenographic means and oral examination will continue from day-to-day until  
9 completed.

10 **TOPICS FOR EXAMINATION**

- 11       1.     The relationship between Coin Cloud and Enigma.  
12       2.     Coin Cloud’s knowledge regarding that certain Secured Loan Facility Agreement,  
13 dated as of April 22, 2022, by and between Enigma and the Debtor (as amended from time to  
14 time), together with all related loan documents.  
15       3.     Coin Cloud’s knowledge regarding Enigma’s security interest over the Collateral,  
16 as defined in that certain *Security Agreement*, dated as of April 22, 2022, by and between Enigma  
17 and Coin Cloud.  
18       4.     Communications and documents between Coin Cloud and Enigma during the course  
19 of the above-captioned chapter 11 case, including but not limited to, communications relating to  
20 Enigma’s Collateral.  
21       5.     Coin Cloud’s bankruptcy planning and filing.  
22       6.     The sales and marketing process for the sale of substantially all of Coin Cloud’s  
23 assets.  
24       7.     The conduct of the auction conducted on June 2, 2023 for Coin Cloud’s assets.  
25       8.     Any analysis, evaluation, or assessment of the digital currency machines sold to  
26 Heller Capital Group, LLC.  
27       9.     Any analysis, evaluation, assessment of the scope of the Collateral.  
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1       10. The preparation of (a) that certain document entitled “7.10.23 Coin Cloud – 506(c)  
2 Surcharge Analysis” sent on behalf of the Debtor to counsel for Enigma via email on July 10, 2023  
3 (the “Surcharge Analysis”), (b) the *Declaration of Tanner James in Support of Motion for Entry of*  
4 *an Order Authorizing Debtor to Surcharge the Collateral of Genesis Global Holdco, LLC, Enigma*  
5 *Securities Limited, and AVT Nevada, L.P.* [ECF No. 927] (the “James Declaration”), and (c) that  
6 certain document entitled “7.26.23 Coin Cloud – Preliminary Sale Analysis vSHARE-C” sent on  
7 behalf of the Debtor to counsel for Enigma via email on July 26, 2023 (the “Sale Proceeds  
8 Analysis”).

9       11. Any analysis, evaluation, or assessment of the scope of other secured lenders’  
10 collateral or property interests, including but not limited to those conducted in preparing the  
11 Surcharge Analysis, the James Declaration, or the Sale Proceeds Analysis.

12       12. Any analysis, evaluation, or assessment of the necessity or reasonableness of the  
13 costs proposed to be surcharged as set forth in the Surcharge Analysis or the James Declaration.

14       13. Any analysis, evaluation, or assessment of the benefit obtained by Enigma as a result  
15 of the costs proposed to be surcharged as set forth in the Surcharge Analysis or the James  
16 Declaration.

17       14. The nature and amount of any costs proposed to be surcharged as set forth in the  
18 Surcharge Analysis or the James Declaration.

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**CERTIFICATE OF SERVICE**

1        2. On July 26, 2023, I served the following document(s): **ENIGMA SECURITIES  
LIMITED'S NOTICE OF DEPOSITION OF DEBTOR CASH CLOUD INC., DBA  
COIN CLOUD PURSUANT TO FRCP 30(B)(6)**

2        2. I served the above document(s) by the following means to the persons as listed below:

3             a. ECF System: Under Administrative Order 02-1 (Rev. 8-31-04) of the United  
4            States Bankruptcy Court for the District of Nevada, the above-referenced document was  
5            electronically filed on the date hereof and served through the Notice of Electronic Filing  
6            automatically generated by the Court's facilities.

7             b. United States mail, postage fully prepaid:  
8             c. Personal Service:

9        I personally delivered the document(s) to the persons at these addresses:

10             For a party represented by an attorney, delivery was made by handing  
11            the document(s) at the attorney's office with a clerk or other person in charge, or if no one  
12            is in charge by leaving the document(s) in a conspicuous place in the office.

13             For a party, delivery was made by handing the document(s) to the  
14            party or by leaving the document(s) at the person's dwelling house or usual place of abode  
15            with someone of suitable age and discretion residing there.

16             d. By direct email (as opposed to through the ECF System):

17        Based upon the written agreement of the parties to accept service by email or a court order,  
18        I caused the document(s) to be sent to the persons at the email addresses listed below. I did  
19        not receive, within a reasonable time after the transmission, any electronic message or other  
20        indication that the transmission was unsuccessful.

21             e. By fax transmission:

22        Based upon the written agreement of the parties to accept service by fax transmission or a  
23        court order, I faxed the document(s) to the persons at the fax numbers listed below. No error  
24        was reported by the fax machine that I used. A copy of the record of the fax transmission is  
25        attached.

26             f. By messenger:

27        I served the document(s) by placing them in an envelope or package addressed to the  
28        persons at the addresses listed below and providing them to a messenger for service.

29        I declare under penalty of perjury that the foregoing is true and correct.

30        Dated: July 26, 2023

31            By: /s/ Bart K. Larsen